

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

LOCALS 302 AND 612 OF THE
INTERNATIONAL UNION OF
OPERATING ENGINEERS
CONSTRUCTION INDUSTRY HEALTH
AND SECURITY FUND; LOCALS 302
AND 612 OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS-
EMPLOYERS CONSTRUCTION
INDUSTRY RETIREMENT FUND; and
ALASKA OPERATING ENGINEERS-
EMPLOYERS TRAINING TRUST FUND,

Plaintiffs,

v.

WOLVERINE SERVICES, LLC, a
voluntarily cancelled Alaska limited
liability company,

Defendant.

NO.

COMPLAINT TO COLLECT TRUST
FUNDS PURSUANT TO AN AUDIT

Plaintiff Operating Engineers-Employers Welfare, Pension, and Training Trust

Funds allege:

COMPLAINT TO COLLECT TRUST FUNDS PURSUANT
TO AUDIT
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I.

They are unincorporated associations operating as Trust Funds pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, under the respective names of Locals 302 and 612 of the International Union of Operating Engineers-Construction Industry Health & Security Fund, Locals 302 and 612 of the International Union of Operating Engineers-Employers Construction Industry Retirement Fund, and Alaska Operating Engineers-Employers Training Fund, to provide medical, retirement, and training benefits to eligible participants. Plaintiffs' offices are located in King County, Washington.

II.

The Court has jurisdiction over the subject matter of this action under Section 502 (e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132 (e)(1) and (f) and under Section 301 (a) of the Taft-Hartley Act, 29 U.S.C. §185 (a).

III.

Venue is proper in this district under Section 502 (e)(2) of ERISA, 29 U.S.C. §1132 (e)(2), because Plaintiff Trusts are administered in this district.

IV.

Defendant is a voluntarily cancelled Alaska limited liability company.

V.

Defendant is bound to a collective bargaining agreement with Local 302 of the International Union of Operating Engineers (hereinafter "Local"), under which

1 Defendant is required to promptly and fully report for and pay monthly contributions
2 to the Plaintiff Trusts at varying, specified rates for each hour of compensation
3 Defendant pays to its employees who are members of the bargaining unit
4 represented by the Local (such bargaining unit members are any of Defendant's part
5 time or full time employees who perform any work task covered by the Defendant's
6 labor contract with the Local, whether or not those employees actually join the
7 Local).

8 VI.

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10 Defendant accepted Plaintiffs' respective Agreements and Declarations of
11 Trust and thereby agreed to pay to Operating Engineers Construction Industry Health
12 and Security Trust and to the Operating Engineers-Employers Construction Industry
13 Retirement Fund liquidated damages equal to twelve percent (12%) of all delinquent
14 and delinquently paid contributions, or \$25.00 per month, whichever sums are
15 greater, and agreed to pay to Alaska Operating Engineers-Employers Training Trust
16 Fund liquidated damages equal to twenty percent (20%) of all delinquent and
17 delinquently paid contributions, or \$25.00 per month, whichever is greater, and
18 twelve percent (12%) annual interest accruing upon each monthly contribution
19 delinquency from the first day thereof until fully paid, as well as all attorneys' fees and
20 costs, including audit expenses if applicable, which Plaintiffs incur in collection of
21 Defendant's unpaid obligations.
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VII.

Plaintiffs conducted an audit of the Defendant's payroll records for the period July 1, 2017 through December 31, 2017 regarding amounts owed to the Trust. Defendant failed to fully report all hours for which Defendant paid compensation to its employees represented by the Local during said period and failed to make payment of Defendant's contributions due to the Trust. Based upon Plaintiffs' audit, Defendant is obligated to the Trust for contributions in the amount of \$16,678.66. Defendant is further obligated to the Trust for liquidated damages in the amount of \$2,001.44 for the period of July 1, 2017 through December 31, 2017, as well as interest accruing until paid in full, and all attorney's fees and costs incurred by the Plaintiffs in connection with all of Defendant's unpaid obligations.

WHEREFORE, Plaintiffs pray the Court as follows:

1. That plaintiff Trust Funds be granted judgment against Defendant for:
 - a. All delinquent contributions due;
 - b. All liquidated damages and pre-judgment interest due;
 - c. All attorney's fees and costs incurred by Plaintiffs in connection with Defendant's unpaid obligations; and
 - d. Such other and further relief as the court may deem just and equitable.

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DATED this 6th day of November, 2019.

REID, McCARTHY, BALLEW & LEAHY,
L.L.P.



Russell J. Reid, WSBA #2560
Attorney for Plaintiffs